

CAI
L 6
-23307

Canada. Labour Dept. 7-

Department of Labour, Canada

HON. JAMES MURDOCK

MINISTER OF LABOUR

Bulletin No. 7

Industrial Relations Series

Canadian Railway Board of
Adjustment No. 1

Second Report of Proceedings
of Board

From

SEPTEMBER 1, 1920, to SEPTEMBER 30, 1923

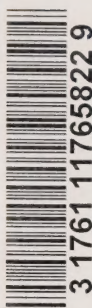
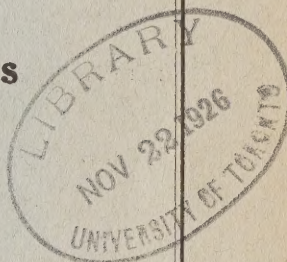
In continuation of First Report issued under date of October 12, 1920,
covering period from August 7, 1918 to August 31, 1920.

Official statement over signatures of Chairman and
Vice-Chairman of Board with record of cases
dealt with.

OTTAWA

F. A. ACLAND

PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1923



BULLETINS
OF THE
INDUSTRIAL RELATIONS SERIES

Bulletin 1.—Joint Councils in Industry.

Bulletin 2.—Report of a Conference on Industrial Relations held at Ottawa,
February 21-22, 1921.

Bulletin 3.—Joint Conference of the Building and Construction Industries in
Canada, held at Ottawa, May 3-6, 1921.

Bulletin 4.—Employees' Magazines in Canada.

Bulletin 5.—Canada and the International Labour Conference.

Bulletin 6.—International Labour Organization, — Laws of Canada bearing on
Draft Conventions and Recommendations.

Bulletin 7.—Canadian Railway Board of Adjustment No. 1, Report of pro-
ceedings of Board from September 1, 1920, to September
30, 1923.

Copies of any or all of these Bulletins
post free on request to the Department
of Labour Ottawa.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

Report of Proceedings of Board from September 1, 1920, to September 30, 1923.

FOLLOWING is the second report of proceedings of the Canadian Railway Board of Adjustment No. 1, covering the period from September 1, 1920, to September 30, 1923, in connection of the First Report covering the period from August 7, 1918, to August 31, 1920. The text of the first report was published in the November, 1920 issue of the LABOUR GAZETTE. This Board is representative of the various railways in Canada and of the following railway employees' organizations:—

The Brotherhood of Locomotive Engineers,

The Brotherhood of Locomotive Firemen and Enginemen,

The Order of Railway Conductors,

The Brotherhood of Railroad Trainmen,

The Order of Railroad Telegraphers,


The International Brotherhood of Maintenance of Way Employees.

The agreement for the establishment of the Board in 1918 set out that the parties were united in their desire to avoid disputes or misunderstandings which would tend to lessen the efficiency of transportation service in Canada during the war and that the Board of Adjustment would have authority to

determine all differences which might arise between the railway companies and any of the classes of its employees who were parties to the agreement, including the interpretation or application of wage schedules or agreements.

Provision was made that in the event of failure to adjust in the usual manner, personal grievances or controversies over the interpretation of wage agreements the matter should be referred to the Board by the chief officer of the railway and the executive officer of the employees, organization concerned.

Many of the disputes in the ordinary course of events would have fallen under the provisions of the Industrial Disputes Investigation Act and would have entailed the establishment of Boards of Conciliation and Investigation. Under the terms of the agreement the decisions of the Board are binding and all the disputes referred to it were accordingly settled. Provision was made in the agreement constituting the Board for the appointment of a referee in any cases in which the Board was itself unable to agree upon an award; the necessity for the appointment of a referee has not, however, arisen. Up to September 30, 1923, 180 decisions had been given by the Board, all of which were unanimous.



Digitized by the Internet Archive
in 2022 with funding from
University of Toronto

<https://archive.org/details/31761117658229>

Rooms 701-702 Bank of Nova Scotia Building, 263 St. James Street,

Montreal Que., October 1st, 1923.

Canadian Railway Board of Adjustment No. 1 operated under the Agreement dated August 7th, 1918, from its inception, during and following the War, under Article 18 of the Original Agreement, to April 15th, 1921, when a new Agreement was executed by the representatives of the parties concerned.

The Memorandum of the new Agreement reads as follows:

“MEMORANDUM OF AGREEMENT made between the The Railway Association of Canada, acting for the Railways of Canada, whose names appear in Appendix “A” thereof, members thereof, of the one Part; and the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Order of Railroad Telegraphers, and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, acting for the said classes of employees of the said railways, of the other Part.

WHEREAS the parties hereto, guided by a desire to aid in the preservation of industrial peace in the Dominion of Canada, have resolved upon the appointment of a Board composed of members to be selected as hereinafter prescribed, which shall have full power and authority to determine all differences which may arise between any of the said railways and any of the classes of its employees above-mentioned, and which are not settled between the officers and employees of the railway concerned, including the interpretation of wage schedules or agreements, having due regard to the rights of the several classes of

employees and of the railways respectively.

Now, therefore, it is agreed by and between the parties as follows:

1. The Board appointed in pursuance of the terms of agreement dated August 7th, 1918, between the parties hereto, known as Canadian Railway Board of Adjustment No. 1, shall be continued subject to change or dissolution as provided for herein.

2. The Board shall consist of twelve members, six to be selected by the Railway Association of Canada and compensated by the railways, and six by the Executive Officers of the organizations of employees hereinbefore named, and compensated by such organizations.

3. The officers of the Board shall consist of a Chairman and a Vice-Chairman who shall be members of the Board and elected by the Board, and a Secretary appointed by the Chairman subject to approval of the Board.

The Chairman and Vice-Chairman shall serve for a period of one year from date of election. In case of vacancy, the position shall be filled for unexpired portion of term by the election of a member of the Board.

The Chairman or Vice-Chairman shall preside at meetings of the Board, and both are required to vote upon the adoption of all decisions by the Board.

4. The Board shall meet regularly at stated times and continue in session until all matters placed before it at the commencement of the session in accordance with its regulations, have been considered.

5. Unless otherwise mutually agreed, all meetings of the Board shall be held in the City of Montreal, P.Q., provided that the Board shall have authority to

empower two or more of its members to conduct hearings and pass upon controversies when properly submitted, at any place designated by the Board, provided, further, that such division of the Board shall not be authorized to make final decision. All decisions shall be made, approved, or ratified by the Board as herein provided.

6. Should a vacancy occur in the Board, such vacancy shall be filled immediately by the same appointive authority which made the original selection.

7. The Board shall render decisions on all matters of controversy arising from interpretations of wage agreements and other matters in dispute, as provided in the preamble hereof, and when submitted to the Board in accordance with its regulations.

8. All disputes including personal grievances, or controversies arising or pending under interpretation of wage agreements between officials of a railway and its employees covered by this agreement, are to be handled in the usual manner by General Committees of the employees up to and including the Chief Operating Officer of the railway (or someone officially designated by him), when, if an agreement be not reached, the Chairman of the General Committee of employees may refer the matter to the Executive Officer of the organization concerned, and if the contention of the Employees' Committee is approved by such Executive Officer, then the Chief Operating officer of the railway, and the Executive Officer of the organization, shall refer the matter with all supporting papers to the Board, which shall promptly hear and decide the case, giving due notice to the Chief Operating Officer of the railway and to the Executive Officer of the organization of the time set for hearing.

9. No matter will be considered by the Board unless officially referred to it in the manner herein described, provided, however, that no case having origin in circumstances which occur-

red prior to August 7th, 1918 (date of original agreement between Canadian Railway War Board and Labour Organizations upon which Canadian Railway Board of Adjustment No. 1 was founded), shall be referred to the Board except those arising out of disputes properly pending at the above-mentioned date.

10. In hearings before the Board, the Railway shall be represented by such person or persons as may be designated by the Chief Operating Officer, and the employees shall be represented by such person or persons as may be designated by the Executive Officer of the organization.

11. All clerical and office expenses will be borne equally by The Railway Association of Canada and the Organizations above-mentioned. The railway directly concerned and the organizations involved in a hearing, respectively, will assume any expense incurred in presenting a case.

12. In each case an effort should be made by the disputants to present a joint, concise statement of facts, but the Board is fully authorized to require information in addition to such statement of facts, and may call upon the Chief Operating Officer of the railway or the Executive Officer of the organization for additional evidence, either oral or written. In event of a joint statement not being submitted, each disputant should furnish the other with a copy of his individual statement and each should give the other a copy of his supporting statement of the contention.

13. All decisions of the Board shall be approved by a majority vote of all members of the Board, except that in the event of a member of the Board presenting a case, such member shall not vote upon the decision of the case, and in order that the voting strength of each side may be equal, a member of the opposite side of the Board shall also refrain from voting.

14. After a matter has been considered by the Board, in the event a majority

vote cannot be obtained, any six members of the Board may elect to refer the matter upon which no decision has been reached to a referee to be unanimously agreed upon by the Board, and in case of failure to agree, application shall be made to the Minister of Labour of the Dominion of Canada for appointment of a referee.

15. The Board shall keep a complete and accurate record of all matters submitted for its consideration, and of all decisions made by the Board.

16. A report of all cases decided, including the decisions, will be filed with the Railway Association of Canada, with the Chief Operating Officer of the Railway affected, and with the Executive Officers of the organization concerned.

17. It is further agreed that the Board shall have like authority to determine differences between any of the railways represented herein and any other classes of employees of such railways, and between any steam railway in Canada not represented herein and the employees thereof, provided that the parties to the dispute shall make joint submission of the case to the Board and shall agree that the decision of the Board shall be accepted by each party as final and binding.

18. This Agreement shall remain in full force and effect until amended or terminated in accordance with the terms of Clause 19 hereof.

19. Should it be so desired by the Railway Association of Canada, representing the railways, or a majority of the Executive Officers of the organizations, representing the employees, this Agreement may be amended or terminated at any time during its existence upon service of thirty days' notice by the one party.

Signed on behalf of each of the above-named parties this 15th day of April, A.D., 1921.

THE RAILWAY ASSOCIATION OF CANADA,
By (Sgd.) Grant Hall,
Chairman, Operating Committee.

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
(Sgd.) W. S. Stone, G.C.E.,
By Ash Kennedy, A.G.C.E.

THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN,
(Sgd.) W. S. Carter, President,
By Geo. K. Wark, Vice-Pres.

THE ORDER OF RAILWAY CONDUCTORS,
(Sgd.) L. E. Sheppard, President,
By S. N. B.

THE BROTHERHOOD OF RAILROAD TRAINMEN,
(Sgd.) W. G. Lee, President,
By J. M.

THE ORDER OF RAILROAD TELEGRAPHERS,
(Sgd.) E. J. Manion, President,
By J. M. Mein, Deputy Pres.

THE UNITED BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES AND RAILWAY SHOP LABOURERS,
(Sgd.) E. F. Grable, President,
By W. D.

APPENDIX "A"

Canadian National Railways,
Canadian Pacific Railway,
Dominion Atlantic Railway,
Edmonton, Dunvegan and British Columbia Railway,
Esquimaux and Nanaimo Railway,
Grand Trunk Railway,
Grand Trunk Pacific Railway,
New Brunswick Coal and Railway Company,
Quebec Central Railway,
Temiskaming and Northern Ontario Railway,
Toronto, Hamilton and Buffalo Railway.

During the period covered by this Report the following changes have taken place in the personnel of the representatives on the Board:

Feb. 8th, 1921—Mr. G. A. Kell, Engineer of Safety Appliances Grand Trunk Railway, succeeded Mr. W.

H. Sample, Superintendent of Motive Power, Grand Trunk Railway, as representative for the Railways;

Oct. 11th, 1921—Mr. W. V. Turnbull, Vice-President, United Brotherhood of Maintenance of Way Employees and Railway Shop Labourers, succeeded Mr. W. M. Dorey, resigned, representing the United Brotherhood of Maintenance of Way Employees and Railway Shop Labourers;

Jan. 17th, 1922—Mr. W. J. Babe, Vice President, Brotherhood of Railroad Trainmen, succeeded Mr. James Murdock, resigned, as representative of the Brotherhood of Railroad Trainmen;

Oct. 10th, 1922—Mr. H. H. Lynch, Vice President, Brotherhood of Locomotive Firemen and Enginemen, succeeded Mr. Geo. K. Wark, deceased, as representative of the Brotherhood of Locomotive Firemen and Enginemen;

June 12th, 1923—Mr. A. E. Crilly, Chief of Wage Bureau, Canadian National Railways, succeeded Mr. F. P. Brady, deceased, as representative of the Railways;

June 12th, 1923—Mr. H. T. Malcolmson, Superintendent, Toronto, Hamilton and Buffalo Railway, succeeded Mr. A. J. Hills, Assistant to Vice-President, Canadian National Railways, as representative of the Railways;

July 16th, 1923—Mr. S. B. Clement, Chief Engineer, Temiskaming and Northern Ontario Railway, succeeded Mr. G. A. Kell, Engineer of Safety Appliances Canadian National Railways, as representative of the Railways;

Sept. 5th, 1923—Mr. C. G. Bowker, General Manager, Canadian National Railways (Central Region) succeeded Mr. Geo. C. Jones, Manager, Canadian National Telegraphs, as representative of the Railways.

Officers elected during period:

April 14th, 1921—Mr. Geo. K. Wark, Vice President, Brotherhood of Loco-

motive Firemen and Enginemen, elected Chairman of the Board (succeeding Mr. S. N. Berry), which office he occupied until his death, April 24th, 1922;

April 14th, 1921—Mr. Geo. Hodge, Assistant General Manager, Canadian Pacific Railway, Eastern Lines, re-elected Vice-Chairman;

June 13th, 1922—Mr. Geo. Hodge, elected Chairman, succeeding the late Mr. Wark;

June 13th, 1922—Mr. Ash Kennedy, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers, elected Vice-Chairman;

June 13th, 1923—The terms of office of Chairman and Vice Chairman having expired, Mr. Geo. Hodge and Mr. Ash Kennedy were re-elected to their respective offices for another term.

Deceased members:

April 24th, 1921—Mr. Geo. K. Wark;
October 21st, 1922—Mr. F. P. Brady.

The Board at present consists of the following members:

Mr. Geo. Hodge, Assistant General Manager, Canadian Pacific Railway, Eastern Lines, Chairman;

Mr. Ash Kennedy, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers, Vice Chairman;

Mr. J. M. Mein, Deputy President, Order of Railroad Telegraphers;

Mr. S. N. Berry, Senior, Vice-President, Order of Railway Conductors;

Mr. A. D. MacTier, Vice President, Canadian Pacific Railway, Eastern Lines;

Mr. C. G. Bowker, General Manager, Canadian National Railways, Central Region;

Mr. W. J. Babe, Vice President, Brotherhood of Railroad Trainmen;

Mr. H. H. Lynch, Vice President, Brotherhood of Locomotive Firemen and Enginemen;

Mr. W. V. Turnbull, Vice President, United Brotherhood of Maintenance of Way Employees and Railway Shop Labourers;

Mr. H. T. Malcolmson, Superintendent,
Toronto, Hamilton and Buffalo Rail-
way;

Mr. S. B. Clement, Chief Engineer,
Temiskaming and Northern Ontario
Railway Commission;

Mr. A. E. Crilly, Chief of Wage Bu-
reau, Canadian National Railways.

The accompanying condensed state-
ment of the cases which have been sub-
mitted to the Board for consideration,
and the decisions rendered in regard to
them, as well as the financial statement
covering the period from September 1st,
1920, to September 30th, 1923, are is-

sued as a matter of record for the in-
formation of all concerned or interested,
and in continuation of the former report
issued under date of August 31st, 1920,
covering the period from August 7th,
1918 to August 31st, 1920.

Copies of decisions in individual
cases, giving in full details the facts
and conditions involved, may be obtain-
ed on application to the Secretary of
the Board, 263 St. James Street, Mon-
treal, Que.

(Sgd.) GEO. HODGE,

Chairman.

(Sgd.) ASH KENNEDY,

Vice Chairman.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

MEMO OF RECEIPTS AND EXPENSES SEPTEMBER 1ST, 1920 TO SEPTEMBER 30TH, 1923.

Receipts

Balance in Bank	
Sept. 1st, 1920.....	\$ 2,168.51
Received Sept. 1st. to Dec. 31, 1920.....	2,371.46
Received Jan. 1st, to Dec. 31st, 1921.....	7,663.76
Received Jan. 1st, to Dec. 31st, 1922.....	7,865.60
Received Jan. 1st. to Sept. 30th, 1923.....	6,051.10
	<hr/>
	\$26,120.43

Expenses

Furniture	\$ 225.64
Office Supplies	113.92
Printing	1,799.07
Stationery	406.38
Stamps	130.00
Rental & Taxes.....	6,756.86
Telegraph & Telephone.....	360.75
Insurance	20.25
Lighting	46.76
Distribution of Report, No. 1.....	85.00
Wages, Bonuses & Gratuities.....	14,747.50
	<hr/>
	\$24,692.13
Balance in Bank	
Sept. 30th, 1923.....	\$ 1,428.30
	<hr/>
	\$26,120.43

Note:

Approximately:

Subscribed by Railways.....	\$11,975.96
Subscribed by Organizations.....	11,975.96
Each Organization subscribed \$1,975.99 during 37 months averaging	53.94 per month

CASES

Railways	Case Numbers	Total Cases
Canadian National Railways:	Atlantic Region.....157, 158, 179, 180	4
	Western Region...163, 164, 165, 174, 175, 176, 177, 178,	8
	Eastern Lines...94, 95, 96, 107, 108, 109, 110, 121, 122	9
	Western Lines... 127, 128, 129, 130, 131, 132, 133, 134,	12
	137, 147, 148, 149	
Canadian Pacific Railway:	Eastern Lines.....111	1
	Western Lines89, 90, 91, 92, 102, 103, 116, 117,	32
	120, 123, 124, 125, 125d., 138, 139, 140,	
	141, 142, 150, 151, 152, 153, 155, 156, 158,	
	160, 159, 162, 166, 167, 168, 169, 173	
Esquimaux & Nanaimo Railway:	118, 119	2
Harbour Commissioners of Montreal:	143	1
Kettle Valley Railway:	105, 106, 126, 154	4
Grand Trunk Railway System:	93, 112, 113, 114, 115	5
Grand Trunk Pacific Railway:	135, 136	2
Toronto, Hamilton & Buffalo Railway:	88, 97, 98, 99, 100, 101, 144, 145, 146	9
Temiskaming & Northern Ontario Railway Commission:	104, 170, 171, 172	4

Organizations:	Case Numbers	Total Cases
Brotherhood of Locomotive Engineers:	89, 90, 118, 120, 126, 144, 145, 146, 154, 175, 176, 177, 178, 179, 180	16
Brotherhood of Locomotive Firemen & Enginemen:	89, 90, 118, 119, 126, 144, 145, 146, 149, 154, 174, 175, 176, 177, 178, 179, 180	17
Order of Railway Conductors:	88, 92, 94, 101, 105, 106, 111, 116, 117, 127, 128, 129, 134, 135, 142, 146, 147, 148, 152, 153, 156, 163, 164, 165, 167,	26
Brotherhood of Railroad Trainmen:	89, 93, 94, 95, 96, 97, 98, 99, 100, 101, 104, 905, 106, 107, 112, 116, 117, 124, 125, 126, 127, 128, 129, 130, 131, 133, 134, 136, 137, 138, 139, 140, 141, 143, 146, 147, 150, 151, 155, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173,	50
Order of Railroad Telegraphers:	102, 103, 121, 122, 132, 157, 158, 159, 160, 161, 162,	11
United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers:	108, 109, 110, 113, 114, 115,	6
International Brotherhood of Railway and Steamship Clerks, Freight Handlers, and Station Employees.	91, 123	2

ABBREVIATIONS:

Organizations:

B.L.E. — Brotherhood of Locomotive Engineers.

B. L. F. & E. — Brotherhood of Locomotive Firemen and Enginemen.

O. R. C. — Order of Railway Conductors.

B. R. T. — Brotherhood of Railroad Trainmen.

O. R. T. — Order of Railroad Telegraphers.

U. B. M. of W. E. & R. S. L.—United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

B. of R. & S. Clerks, F. H. & S. E.—International Brotherhood of Railway and Steamship Clerks, Freight Handlers and Station Employees.

Railways:

Can. Ntl. Rlys, E. L. — Canadian National Railways, Eastern Lines.

Can. Ntl. Rlys., W. L. — Canadian National Railways, Western Lines.

Can. Ntl. Rlys., A. R. — Canadian National Railways, Atlantic Region.

Can. Ntl. Rlys., W. R. — Canadian National Railways, Western Region.

Can. Pac. Rly., E. L. — Canadian Pacific Railway, Eastern Lines.

Can. Pac. Rly., W. L. — Canadian Pacific Railway, Western Lines.

E. & N. Rly. — Esquimaux and Naino Railway.

G. T. Rly. — Grand Trunk Railway.

G. T. P. R. — Grand Trunk Pacific Railway.

K. V. Rly. — Kettle Valley Railway.

T. H. & B. Rly. — Toronto, Hamilton and Buffalo Railway.

T. & N. O. Rly. — Temiskaming and Northern Ontario Railway Commission.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1.

SECOND REPORT OF PROCEEDINGS OF BOARD.

SUMMARY OF CASES SUBMITTED TO THE BOARD FROM SEPTEMBER 1st, 1920 TO SEPTEMBER 30th, 1923.

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
88	Nov. 4-21	Nov. 9-21	Nov. 9-21	Nov. 10-21	O.R.C. B.R.T. and T.H. & B.Rly.	Claim for payment of work performed between trips by assigned passenger crew on Port Maitland Extension.	Claim of Employees sustained. Payment to be made to the passenger crew for service in question on the basis of one day's extra compensation for each day involved at freight rates for the extra service performed.
89	Oct. 19-21	Oct. 29-21	Nov. 9-21	Nov. 10-21	B. of L.F. B. of L.F. & E. and Can. Pac. Rly. W.L.	Mountain and Valley differentials applying to electric service.	Unless otherwise mutually agreed the same differentials shall apply as between Mountain and Valley and Prairie territories in electrical locomotive service as obtain in steam locomotive service.
90	Nov. 1-20	Nov. 5-20	Nov. 9-20	Nov. 10-20	B. of L.F. B. of L.F. & E. and Can. Pac. Rly. W.L.	Hourly rate which should be paid Firemen for watching and caring for engines.	The rate paid per hour for Firemen watching engines shall be adjusted and made at least equal to one-eighth of the minimum daily rate for firemen in passenger service.
91	Oct. 15-20	Oct. 19-20	Nov. 9-20	Nov. 10-20	B.R. & S.C., F.H. & S.F., and Can. Pac. Rly. W.L.	Age limit of 18 years in connection with increase to office boys, messengers, etc.	In respect to item of the agreement the contention of the Employees is sustained.
						Retention of existing minimum for inexperienced clerical help.	With regard to Item 10 unless mutually agreed otherwise the minimum rate for clerks over 18 years of age covered by the agreement shall be \$87.50 per month and for office boys \$45 per month. To the minimum rate for clerks under 18 years of age as named in the submission shall be added \$10.20 per month as contended for by the employees. Any clerk over 18 years of age appointed to a position for which a rate is specified in the agreement shall be paid the full rate named for that position.
92	Aug. 2-26	Aug. 18-20	Feb. 8-21	Feb. 8-21	O.R.C. and Can. Pac. Rly. W.L.	Claim of Conductor for time out of service pending trial.	Conductor shall be paid for time out of service pending trial, less earnings he may have received from other employment, if any, in which he may have been engaged in the interval.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
93	Jan. 22-21	Feb. 7-21	Feb. 8-21	Feb. 9-21	B.R.T. and G.T.R.	Application of Rule "N" Yardmen's Schedule. Using overtime to make up guarantee of not less than 20 days per month.	On account of lack of positive evidence and other inconsistencies which developed in the case, question involved referred back to contending parties with the suggestion that further efforts be made to reach agreement on the intended application of the rule in dispute. Also suggested that if possible the parties should agree on an interpretation of the rule in question and in the event of failure to agree the matter should again be referred to the Board accompanied by definite and specific evidence which will enable the Board to reach a proper conclusion, or with a request that the Board place what, in its opinion, would be an equitable interpretation of the rule.
94	Feb. 18-21	Feb. 7-21	Apr. 12-21	Apr. 13-21	O.R.C., B.R.T., and Can. Ntl. Rlys. E.L.	Interpretation of Rule 8, Conductors and Trainmen's Schedule. Crew laid up at other than home terminals longer than 16 hours.	The word "crews" in Rule 8 was and should be intended to mean "unassigned crews." This position is sustained by the fact that assigned crews have under the provisions of schedule their regular guarantee.
95	Feb. 18-21	Feb. 7-21	Apr. 2-21	Apr. 13-21	O.R.C., B.R.T. and Can. Ntl. Rlys. E.L.	Allowance for men detained between terminals.	The words "then mileage to the terminal" in Rule 17 should be understood and applied in the same manner as if such language read "then time or mileage to the terminal." Pending claims now properly before the Railways in the form of time slips or otherwise shall be adjusted accordingly.
96	Feb. 18-21	Feb. 7-21	Apr. 12-21	Apr. 11-21	B.R.T., and Can. Ntl. Rlys. E.L.	Rates for Baggage men and Brakemen in passenger train service on former Canadian Government Lines, South of the St. Lawrence River, under Decision 2, U. S. R. R. Labor Board.	Position of the Railways maintained.
97	Feb. 21-21	Apr. 2-21	Apr. 12-21	Apr. 13-21	B.R.T., and T.H. & B.R.	Claim for run-around by Spare Brakemen on account Yd. Conductors on outpost jobs changing off.	That Company should not be penalized for consideration in permitting employees at outlying points, under proper authority, to change off with each other, and claim for run-around therefore denied.

SECOND REPORT OF PROCEEDINGS OF BOARD. —Continued

Case No.	Date				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
98	Mch 31-21	Apr. 2-21	Apr. 12-21	Apr. 13-21	B.R.T., and T.H. & B.Rly.	Payment of time and one-half to Yard Crews.	Arrangements should be made as far as consistent and possible to give the work of men laying off to the spare men. The Yard crew in question were only entitled to single time for service performed on its regular assignment, and position of the Company to that extent is maintained, but Supt's letter to Chairman of Committee commits Company to payment made in specific case.
99	Mch. 31 21	Apr. 2-21	Apr. 12-21	Apr. 14-21	B.R.T., and T.H. & B.Rly.	Time lost by Yard Brakeman.	Claim denied. Board suggested that Company and Committee arrange a consistent understanding as to when successful applicants for bulletined position should be advised that they have secured it.
100	Mch. 1-21	Mch. 3-21	Apr. 12-21	Apr. 14-21	B.R.T., and T.H. & B.Rly.	Brakeman assigned to position as Switch-Tender account inability to perform train service as result of injury.	Position of Company sustained on understanding that when conditions permit Company and Employees make an effort to place Brakeman running out of Hamilton in a position such as his physical condition will enable him to fill.
101	Apr. 2-21	Apr. 11-21	Apr. 13-21	Apr. 15-21	O.R.C., B.R.T. and T.H. & B.Rly.	Extra service assigned passenger crew on Dunville Sub-division	If, as the Board understands, the claim of the Employees is that for the service referred to, compensation should be allowed for time or mileage on the basis of passenger rates, and should not be applied against monthly guarantees, such claim is, in the opinion of the Board, and under all the circumstances and conditions applicable to this particular case, a reasonable one.
102	Mch. 10-21	Mch. 21-21	Apr. 13-14-21	Apr. 14-21	O.R.T. and Can. Pac. Rly. W.I.	Dismissal of Operator for failure in performance of his duties.	Claim of Employees denied.
103	Mch. 3-21	Mch. 21-21	Apr. 13-21	Dec. 22-21	O.R.T. and Can. Pac. Rly. W.I.	Rates of pay for Assistant Agents.	At the suggestion of representatives of the Company and Employees action deferred pending further negotiations between the Railway and Employees concerned.

SECOND REPORT OF PROCEEDINGS OF BOARD—Continued

	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
104	June 2-21	June 10-21	June 17-21	June 20-21	B.R.T. and T. & N.O.Rly	Request for reinstatement of Conductor, Yard Conductor and Switchman charged with theft.	After careful consideration of all written evidence placed before the Board and oral evidence given by the representatives of the respective parties, the Board's decision is that the request of the Employees for reinstatement with pay for time lost is denied.
105	May 23-21	May 26-21	June 17-21	June 20-21	O.R.C., B.R.T. and K.V.Rly.Co.	1. Date increases authorized by Sup. 16 should become effective. 2. Payment of Way Freight rates to Conductors and Trainmen in snow plow and flanger service.	1. The Board decides that the rate shall be 5.40c per mile or \$5.40 per day of 100 miles and effective date thereof is as of Jan. 1st, 1919. 2. In the case of Way Freight rates being paid Conductors and Trainmen in snow plow and flanger service the claim of the employees is denied.
106	May 23-21	May 26-21	June 17-21	June 20-21	O.R.C., B.R.T. and K.V.Rly.Co.	1. Amount to be paid per 100 miles as Mountain differential. 2. As to payment of time for switching and detention at terminals, junction points and turn - around points in addition to pay for a minimum day on runs of less than 100 miles. 3. Increasing passenger crews to not less than three men on each crew in addition to the man acting as Baggage and Expressman by placing Baggage men on these crews.	1. That 50c per 100 miles for Mountain territory differential on districts 1, 2 and 3 of the K. V. Rly. should be regarded as a consistent and equitable rate. 2. That it would be inconsistent to authorize the adoption of these rates with the understanding that an arbitrary extra allowance for switching and detention at terminals, junction points or turn-around points should be paid on runs of less than 100 miles. 3. That it would be inconsistent to order that an additional employee in the person of a baggageman or brakeman from the train service should be placed on the trains in question, and the position of the Company is therefore sustained.
107	June 21-21	June 8-21	June 20-21	June 21-21	B.R.T. and Can. Ntl. Rlys. P.I.	Appointment* of General and Assistant General Yardmasters.	Employees who have actually performed the duties of Yardmaster under the titles of Gen. Yardmaster and Asst. General Yardmaster so-called, shall be paid Schedule Yardmasters' rates for time actually worked with a maximum of twelve hours for each day worked, and at schedule rates and under schedule conditions, if any, in future.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Applica- tion	Papers Complete	Case Heard	Decision Rendered			
108	Oct. 3-21	Oct. 4-21	Oct. 11-21	Oct. 11-21	U.B.M. of W.E. and Can. Ntl. Rlys. E.L.	Dispensing with ser- vices of two pump- men and engaging several other men to do the pumping.	INTERIM DECISION That the case be re- manded back to the parties to see if by further negotiations some equitable settle- ment of this contro- versy cannot be reach- ed, and in the event of failure to reach settlement the case will be again dealt with by the Board.
109	Oct. 3-21	Oct. 4-21	Oct. 11-21	Oct. 11-21	U.B.M. of W.E. and Can. Ntl. Rlys. E.L.	Appointment of B. & B. Foreman in place of senior man.	Claim of the Employ- ees denied.
110	Oct. 3-21	Oct. 4-21	Oct. 11-21	Oct. 11-21	U.B.M. of W.E. and Can. Nt. Rly. E.L.	Displacement of Sec- tionman by junior- man.	Sectionman reinstated on seniority rights and paid difference between amount re- ceived in other em- ployment and amount he would have earned had he continued in the service.
111	Nov. 2-21	Dec. 22-21	Dec. 22-21	Dec. 22-21	O.R.C. and Can. Pac. Rly. E.L.	Dismissal of Trainman for violation of Rule "G".	Claim of Employees denied.
112	Nov. 2-21	Dec. 17-21	Dec. 20-21	Dec. 21-21	B.R.T. and G.T.Rly.	Claim of Baggage- man Payment for time held in baggage car after arrival at ter- minal.	Claim of Employees sustained.
113	Oct. 25-21	Nov. 16-21	Dec. 20-21		U.B.M. of W.E. and G.T.Rly.Co.	Dismissal of Section Foreman.	Settlement reached by parties interested and request made for with- drawal.
114	Dec. 7-21	Dec. 7-21	Dec. 20-21	Dec. 21-21	U.B.M. of W.E. and G.T.Rly.Co.	Claim of Crossing Watchmen for back time.	That effective from date when it was a- greed and conceded between the Company and the Organization that crossing watch- men were to be in- cluded in the schedule Crossing watchmen who worked on Sun- days without being allowed one day off in the week, shall be paid time and one- half for such Sunday work.
115	Dec. 7-21	Dec. 7-21	Dec. 20-21	Dec. 21-21	U.B.M. of W.E. and G.T.Rly.Co.	Method of paying Sig- nal Maintainers at Toronto terminals.	Claim of Employees sustained.
116	Feb. 23-22	Mch. 1-22	Mch. 14-22	Mch. 16-22	O.R.C., and B.R.T. and Can. Pac. Rly. W.L.	Appln. of Art. 1 st clause (n) Conductors and Trainmen's schedule Trainmen acting as Pilots () as Con- ductors on engines running light.	Pay to Trainmen act- ing as pilots or train- men acting as conduc- tors on engines run- ning light may be combined with other service to the same extent that pay for trainmen paid under through freight con- ditions may be com- bined with other ser- vice.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

DATE				Parties to dispute	Question	Synopsis of decision
Application	Papers Complete	Case Heard	Decision Rendered			
Feb. 14-22	Mch. 1-22	Mch. 14-22	Mch. 17-22	O.R.C. and B.R.T., and Can. Pac. Rly. W.L.	Appln. of Art. 4 clause (d), 2nd & 3rd par. and Art. 15 and footnote thereunder.	Claim of the employees sustained.
Mch. 6-22	Mch. 11-22	Mch. 14-15-22	Mch. 16-22	B. of L.E., B. of L.F. & E., and Esq. & N.Rly.	Application of rates of pay awarded by supplement No. 15 to G. O. 27.	That the rates payable under the application of Sup. 15 to G.O. 27 should be the same as those effective on C. P.R. west of Revelstoke, based on weights on drivers.
Feb. 6-22	Mch. 11-22	Mch. 14-22	Mch. 16-22	B. of L.F. & E. and Esq. & N.Rly.	Rate of pay on Consolidated engines, Nos. 3131, 3132 and 3133.	The rate payable on the engines mentioned shall be based on the rate provided in Sup. 15 to G. O. 27 for engines having the same weight on drivers
Feb. 6-22	Mch. 11-22	Mch. 15-22	Mch. 16-22	B. of L.E. and C.P.R., W.L.	Claim of Engineer for time attending Court on subpoena to give evidence.	On the evidence submitted and with respect to the specific case referred to, the claim of the employees is denied.
Feb. 10-22	Mch. 14-22	Mch. 15-22		O.R.T., and Can. Nat. Rlys. E.L.	Responsibility for loss of Railway Cash at Ticket office.	Additional information was required before the Board could reach a decision, the case was therefore referred back to the parties. The Board was subsequently informed that a satisfactory settlement had been reached, and request made for withdrawal was approved by the Board.
Mch. 10-22	Mch. 14-22	Mch. 15-22	Mch. 16-22	O.R.T. and Can. Ntl. Rlys. E.L.	Responsibility for loss of Railway cash at station.	Claim of the employees denied.
Feb. 6-22	Mch. 6-22	Mch. 16-22	Mch. 17-22	B. of R. & S. Clerks, F.H. & Stn. Employees and Can. Pac. Rly. W.L.	Appln. of Tentative Agreement, July 16th, 1921, 1. Baggage and parcel room employees (other than clerks) \$20.40.	1. Claim of employees denied subject to conditions mentioned in the general statement
					2. Providing an 8½¢ per hour reduction to Common Laborers or to certain employees in the Stores Dept.	2. Truckers in store rooms and stockrooms shall receive a decrease of 6c per hour from rates in effect prior to July 16th, 1921. Other employees now classified as Truckers should be reclassified as Helpers, Laborers or otherwise, and shall receive a decrease of 8½¢ an hour from the rates in effect prior to July 16th, 1921. This readjustment of classification and of rates shall be effective from the beginning of the next pay period, namely, April 1st, 1922.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Applica- tion	Papers Complete	Case Heard	Decision Rendered			
124	May 1-22	June 7-22	June 13, 22	June 14-22	B.R.T., and Can. Pac. Rly. W.L.	Claim for run-arounds by seven brakeman.	Contention of employ- ees sustained.
125	May 1-22	June 7-22	June 13-22	June 13-22	B.R.T., and Can. Pac. Rly. W.L.	Dismissal of Trainman for violation of Rule "G."	Claim of the Employ- ees denied.
126	Apr. 24-22	June 6-22	June 13-14- -22	June 14-22	B. of L.F., B. of L.F. & F., B.R.T. and K.V. Rly.	Discipline placed a- gainst records of Con- ductor, two Engineers and two Firemen for delay to train.	That the serious delay resulting to the train in question was caused through certain mem- bers of the crew fail- ing to exercise a pro- per degree of interest in getting the train over the road and the claim of the employ- ees is not, therefore, sustained. That the discipline as applied, at least in some of the cases, is excessive and should be modified.
127	Jul. 14-22	Aug. 1-22	Oct. 10-22	Oct. 11-22	O.R.C., B.R.T. and Can. Ntl. Rlys., W.L.	Claim of Conductors and Trainmen for ar- bitrary time between Port William and Port Arthur for all trains including pas- senger and mixed.	The claim of the em- ployees sustained in- sofar as it applies to trains to which freight rates are paid. It is understood that the decision does not au- thorize duplicate pay.
128	Jul. 14-22	Aug. 1-22	Oct. 10-22	Oct. 12-22	O.R.C., B.R.T. and C.N.R. W.L.	Claim of Conductor for terminal detention at E. D. & B. C. Block North Yard, Edmonton.	Claim of employees for terminal time in this case sustained. Road time to cease when terminal time com- mences.
129	Jul. 14-22	Aug. 1-22	Oct. 11-22	Oct. 12-22	O.R.C., B.R.T. and Can. Ntl. Rlys. W.L.	Claim of Conductors and crew for pay for snow service perform- ed at Atikokan Yard at yard rates	That the service re- ferred to and circum- stances under which it was performed do not support the claim and it is therefore denied.
130	Jul. 17-22	Aug. 1-22	Oct. 10-22	Oct. 11-22	B.R.T. and Can. Ntl. Rlys. W.L.	Dismissal of Conductor for refusing to accept call for service.	At the hearing before the Board the parties to the controversy agreed between them- selves as to disposal and case was there- fore closed.
131	Jul. 17-22	Aug. 1-22	Oct. 10-22	Oct. 11-22	B.R.T. and Can. Ntl. Rlys. W.L.	Dismissal of Switch Foreman for being in possession of stolen goods.	Claim of Employees denied.
132	Jul. 17-22	Aug. 1-22	Oct. 10-22	Oct. 11-22	B.R.T. and Can. Ntl. Rlys. W.L.	Dismissal of Yardman for insubordination and refusing duty.	Claim of employees sustained to the ex- tent of reinstatement of yardman without pay for time lost and lost time to apply as discipline.
133	Jul. 17-22	Aug. 1-22	Oct. 10-22	Oct. 11-22	B.R.T., and Can. Ntl. Rlys. W.L.	Dismissal of brakemar for refusing duty in baggage car.	Claim of employees denied.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
134	Jul. 7-22	Aug. 1-22	Oct. 11-22	Oct. 12-22	O.R.C., B.R.T. and Can. Ntl. Rlys. W.L.	Claim for switching performed at Lucerne and Jasper.	Claim of employees sustained for Conductors at points mentioned and for Trainmen at point mentioned by their schedule.
135	Jul. 7-22	Aug. 1-22	Oct. 11-22	Oct. 12-22	O.R.C., and G.T.P.R.	Claim of conductor for switching and delay in the Fort Rouge terminals.	Claim of employees sustained.
136	Jul. 7-22	Aug. 1-22	Oct. 11-22	Oct. 12-22	B.R.T., and G.T.P.R.	Dismissal of Brakeman for neglecting duty.	Employees claim for reinstatement sustained without pay for time lost provided he reports for duty at Division Headquarters within forty-five days.
137	Aug. 7-22	Aug. 31-22	Oct. 11-22	Oct. 12-22	B.R.T. and Can. Nt. Rlys. W.L.	Claim of two Switchmen for time held out of service on a charge of theft.	Claim of employees sustained.
138	Oct. 4-22	Oct. 4-22	Oct. 11-22	Oct. 13-22	B.R.T. and Can. Pac. Rly. W.L.	Claim of Yard Foreman with regard to application of Art. 18 of Yardmen's schedule.	Claim of the Employees sustained.
39	Oct. 4-22	Oct. 4-22	Oct. 11-22	Oct. 13-22	B.R.T., and Can. Pac. Rly. (W.L.)	Claim of Yardman for payment for Saturday Dec. 3, 1921.	The claim of the Employees is sustained to the extent that Sunday time cannot be used to apply against guarantee. The Co. should, however, designate in the different yards according to the requirements of the service whether or not the assignment commencing late Saturday night and closing Sunday morning or the assignment commencing late Sunday night and ending Monday morning is the Sunday assignment.
140	Oct. 4-22	Oct. 4-22	Oct. 11-22	Oct. 13-22	B.R.T., and Can. Pac. Rly. W.L.	Claim of Yardman holding regular assignment for payment for days on which he was not called, being public holidays.	Claim of employees denied.
141	May 1-22	Oct. 2-22	June 13-22 Oct. 11-22	Oct. 13-22	B.R.T., and Can. Pac. Rly. W.L.	Dismissal of Brake-man for violation of Rule "G".	Under all the circumstances the Board recommends to the Co. a reconsideration of the discipline applied in this case.
142	Oct. 6-22	Oct. 10-22	Oct. 12-22	Oct. 13-22	O.R.C., and Can. Pac. Rly. W.L.	Dismissal of Conductor interfering with and threatening an officer of the Company.	Claim of Employees denied.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
143	Aug. 15-22	Sep. 25-22	Oct. 12-22	Oct. 13-22	B.R.T., and Harbour Commissioners of Montreal.	Dismissal of Yard Foreman in connection with theft of bicycle.	The Board sustained the Harbour Commissioners in its conclusion that the bicycle was lost through the interference by the foreman with police officer in performance of his duties, but consider that the discipline should be modified to the extent of reinstatement without pay for time out of service—time lost to count as discipline.
144	June 6-22	June 17-22	Oct. 13-22	Oct. 13-22	B. of L.E., B. of L.F. & E. and T.H. & B.Rly.	Switch engines assisting freight trains out of Coyle Yard (Art. 28b) of schedule.	As practice of switch engines assisting through freight trains beyond the Coyle Yard Limit Board has been in effect since switching engine was established in the yard, the claim of employees is denied
145	June 19-22	June 23-22	Oct. 12-22	Oct. 13-22	B. of L.E., B. of L.F. & E. and T.H. & B.Rly.	Appln. of Art. 16 Engineers and Firemen's schedule. Coaling and sanding engines at Aberdeen coaldock.	The position of the Company is sustained in the matter of engines in through and local freight, passenger and work train service. The claim of the employees is sustained in respect to Yard engines.
146	June 8-22	June 26-22	Oct. 12-22	Oct. 12-22	B. of L.E., B. of L.F. & E. O.R.C., B.R.T. and T.H. & B.Rly.	Claim for payment for time while writing up Michigan Central Rd. rules.	Claim of employees denied.
147	Nov. 11-22	Nov. 13-22	Dec. 12-22	Dec. 13-22	O.R.C., B.R.T. and Can. Ntl. Rlys. (W.L.)	Seniority rights of Conductor on Can. Northern (Western Lines) Roster.	Conductor reinstated on C. N. R. Seniority list.
148	Dec. 9-22	Dec. 12-22	Dec. 12-22	Dec. 13-22	O.R.C., and Can. Ntl. Rlys. W.L.	Dismissal of Conductor for improper protection of train on main line.	Claim of employees sustained to the extent that Conductor reinstated without pay for time lost.
149	Oct. 21-22	Dec. 13-22	Mch. 13-23	Mch. 14-23	B. of L.F. & E., and Can. Ntl. Rlys. W.L.	Restoration of rights as hostler to man dismissed as Locomotive Foreman for alleged violation of Rule "G".	Position of officer dismissed not covered by schedule agreement considered outside jurisdiction of Board. Claim of Employees therefore denied.
150	Jan. 16-23	Mch. 3-23	Mch. 13-23	Mch. 14-23	B. of R.T., and Can. Pac. Rly. W.L.	Claim of Yard Foreman and crew for road service hauling cars between Hardisty and Rosyth.	Contention of Employees sustained. This not to effect in any way established practices at other points.
151	Jan. 16-23	Mch. 2-23	Mch. 13-23	Mch. 14-23	B. of R.T., and Can. Pac. Rly. W.L.	Dismissal of Yardman in connection with stolen freight.	Claim of employees denied.
152	Mch. 2-23	Mch. 3-23	Mch. 13-23	Mch. 14-23	O.R.C., and Can. Pac. Rly. W.L.	Dismissal of Conductor for having train on main line on time of superior train without protection.	Claim of employees denied.

SECOND REPORT OF PROCEEDINGS OF BOARD—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
153	Mch. 5-23	Mch. 9-23	Mch. 13-23	Mch. 14-23	O.R.C., and C.P.R., W.L.	Dismissal of Conductor for violation of Rule 99.	Recommended that the Co. reconsider discipline applied, having in mind that case might be adequately taken care of if Conductor reinstated, the time out of service to be regarded as discipline against him.
154	Mch. 5-23	Mch. 14-23	Mch. 14-23	Mch. 14-23	B. of L.E., B. of L.F. & E. and K.V.Rly.	Number of hours per day road crews required to work in Pen-ticton Yard.	Under conditions stated and with the existing arrangements in effect, crews would not be justified in tying up until after twelve hours service.
155	Mch. 12-23	Mch. 12-23	Mch. 13-23	Mch. 13-23	B. of R.T., and Can. Pac. Rly. W.L.	Claim of Yardman for payment for time out of service for deserting position as Night Foreman.	An agreement in this case having been reached between the recognized representatives of the Employees and the Company, that agreement should stand.
156	Mch. 2-23	Mch. 3-23	June 12-2	June 15-23	O.R.C., and Can. Pac. Rly. W.L.	Dismissal of Conductor for irregularities in handling transportation.	Claim of the Employees denied.
157	May 16-23	May 25-23	June 12-23	June 15-23	O.R.T., and Can. Ntl. Rlys. (A.R.)	Discipline of despatcher and consequent monetary loss incurred as a result.	Despatcher reinstated to former position without pay for time lost.
158	May 16-23	May 25-23	June 12-23	June 15-23	O.R.T., and Can. Ntl. Rlys. A.R.	Appointment of agent at station covered by schedule.	Position of Railway in accord with schedule and therefore sustained. Recommended, however, in view of long service of employee concerned, Railway take the case under further consideration.
159	Apr. 23-23	May 10-23	June 13-23	June 15-23	O.R.T., and Can. Pac. Rly. W.L.	Dismissal of Agent for appropriation of Company's material.	Claim of employee sustained to extent that Agent be reinstated in his position but without pay for time lost.
160	May 4-23	May 28-23	June 13-23	June 15-23	O.R.T., and Can. Pac. Rly. W.L.	Increased rate of pay granted to Agent being made retroactive to date that station was opened.	Claim of employee sustained that specified rate should apply from Mch. 1st, 1922.
161	May 7-23	May 28-23	June 13-23	June 15-23	O.R.T. and Can. Pac. Rly. W.L.	Seniority rights of a married woman.	The representatives of the Company and of the Telegraphers having reached an agreement in this case which appears to be fair and reasonable, that agreement should stand.
162	May 7-23	May 28-23	June 13-23	June 15-23	O.R.T. and Can. Pac. Rly. W.L.	Claim of swing trick telegraphers assigned to work two eight-hour assignments in one day.	Claim of employees sustained.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
163	May 17-23	May 28-23	June 13-23	June 15-23	O.R.C., B.R.T., and Can. Ntl. Rlys. W.R.	Claim for the placing of a full crew on self-propelling steam crane on a main line.	Under Article 5, Rule 1 of Conductors' Schedule, "When a Conductor is called out full crew will be used," the claim of the employees is sustained.
164	May 17-23	May 28-23	June 13-23	June 15-23	O.R.C., B.R.T., and Can. Ntl. Rlys. W.R.	Claim of Conductor for 100 miles each in capacity of Conductor and Brakeman on total mileage of 53.5 miles continuous service.	Claim of employees denied.
165	May 17-23	May 28-23	June 13-23	June 15-23	O.R.C., B.R.T., and Can. Ntl. Rlys. W.R.	Claim made by Conductors and trainmen for minimum day in each class of service.	Claim of employees sustained.
166	June 1-23	June 13-23	June 14-23	June 15-23	B.R.T., and Can. Pac. Rly. W.L.	Claim of Conductor and crew for run-arounds while caboose to which they were assigned was undergoing repairs.	Claim of employees denied.
167	June 1-23	June 13-23	June 14-23	June 15-23	O.R.C., B.R.T., and C.P.R., W.L.	Claim of Conductor and crew for time held at intermediate terminals.	It developed at the hearing before the Board that this claim was for brakeman only. Claim of employees sustained.
168	June 1-23	June 13-23	June 14-23	June 15-23	B.R.T., and Can. Pac. Rly. W.L.	Claim of Conductor and crew for "run-arounds" while caboose to which they were assigned was under "running repair"	Claim of Employees denied.
169	June 8-23	June 11-23	June 14-23	June 15-23	B.R.T., and Can. Pac. Rly. W.L.	Assessment of demerit marks to Conductor for violation of speed limit rules.	The circumstances disclosed, in the opinion of the Board, did not warrant any further action in the matter.
170	Sep. 5-23	Sep. 5-23	Sept. 11-23	Sept. 14-23	B.R.T., and T. & N.O. Rly. Com.	Manner of calculating earnings of crew in charge of passenger extra May 31 and June 1st, 1922.	Employees' claim that Branch Line terminals mentioned should be regarded either as terminals or turn-around points, under the conditions stated, is sustained. The Board is of the opinion that in view of the local conditions representatives of the Commission and of the Employees are best qualified to decide directly between themselves as to the best practice to be followed, and recommend that they should decide in joint conference what practice should be adopted.
171	Sep. 5-23	Sep. 5-23	Sept. 11-23	Sept. 14-23	B.R.T., and T. & N.O. Rly. Com.	Manner of calculating earnings of train crew in charge of passenger extra Oct. 10, '22.	Contention of employees sustained.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
172	Sep. 5-23	Sep. 5-23	Sep. 11-23	Sep. 14-23	B.R.T., and T. & N.O.Rly. Com.	Claim that Yardman be placed in charge of self-propelling steam crane in North Bay Junction Yard.	Insofar as it applies to the operation of crane in the Material Yard, under the conditions stated by the Commission, the claim of the employees is denied.
173	July 10-23	July 31-23	Sep. 11-23	Sep. 12-23	B.R.T., and Can. Pac. Rly. W.L.	Claim of brakeman for pay for time out of service attending Court at Wetaskiwin, Alta.	Claim of the employees denied.
174	Aug. 9-23	Aug. 9-23	Sep. 11-23	Sep. 14-23	B. of L.E., B. of L.F. & E., and Can. Ntl. Rlys. W.R.	Payment of Engineers and Firemen under Article 7 of Engineers' and Firemen's Schedule.	The Railways have the option of paying for any run as a basic day in each direction under Article 3, or as a short run in turn-around service under the provisions of Article 7. In the event of a run being paid for as a short run in turn around service, the time is continuous. On assigned runs paid as short runs in turn around service the Railways would necessarily designate the initial point of the run.
175	Aug. 9-23	Aug. 9-23	Sep. 11-23	Sep. 14-23	B. of L.E., B. of L.F. & E., and Can. Ntl. Rlys. W.R.	Payment of Engineers and Firemen under Clause "B" Article 24 of Engineers and Firemen's schedule.	Contention of employees sustained the understanding being that "Home Terminal" referred to in Art. 24, Clause "B" is the Home Terminal of the sub-division employees are working on at the time Sunday release is requested.
176	July 13-23	Aug. 9-23	Sep. 12-23	Sep. 14-23	B. of L.E., B. of L.F. & E., and Can. Ntl. Rlys. W.R.	Claim of Fireman for 900 miles—time held out of service for refusing to shovel coal ahead on tender of yard engine.	Claim of employees denied.
177	Jul 13-23	Aug. 9-23	Sep. 12-23	Sep. 14-23	B. of L.E., B. of L.F. & E., and Can. Ntl. Rlys. W.R.	Claim for time consumed in making side trips on sub-divisions in keeping with Art. 2 paragraph "E" of Engineers and Firemen's schedule.	The Board understands the contention of the employees to be that mileage made on side trips shall be paid for as an arbitrary. The claim of the Employees sustained on the understanding that no mileage included in an assigned run shall constitute a side trip.
178	Jul 13-23	Aug. 9-23	Sep. 11-23	Sep. 14-23	B. of L.F. & E., and C.N.R., W.R.	Request that Firemen be paid 200 miles on account of being called to Winnipeg for investigation for booking rest at Pinewood, on Dec. 19th, 1922.	Under the provision of the schedule the claim of the employees is sustained.

SECOND REPORT OF PROCEEDINGS OF BOARD.—Continued

Case No.	DATE				Parties to dispute	Question	Synopsis of decision
	Application	Papers Complete	Case Heard	Decision Rendered			
179	Aug. 25-28	Aug. 29-28	Sep. 12-28	Sep. 14-28	B. of L.E., B. of L.F. & E., and Can. Ntl. Rlys., A.R.	Running Mountain type engines over two different seniority districts and compelling enginemen of the respective districts to follow engines to terminal points.	Contention of employees sustained. Under the existing agreement men should not be run off their seniority district except by mutual arrangement.
180	Sep. 10-23	Sep. 10-23	Sep. 12-23	Sep. 14-23	B. of L.E., B. of L.F. & E., and Can. Ntl. Rlys., A.R.	Elimination of Locomotive inspection by enginemen after arrival at terminals and effect of same on payment claimed under the final terminal delay clauses of Enginemen's schedule.	Claim of the employees denied.

